#### CERTIFICATE OF MAILING BY "EXPRESS MAIL"

hereby certify that this correspondence is being deposited with the US Postal Services "Express Mail Post Office to Addressee" service under 37 CFR 1.10, Express Mail Label No. EL 070 474 042 US, and addressed to Box DAC, Assistant Commissioner for Patents, Washington, D.C. 20231 on the date shown below:

December 23, 1998

Docket No. GC329-US3

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of	)
Johannes C. van der Laan, et al.	) Group Art Unit: 1814
Serial No.: 07/565,673	) Examiner: Hendricks, K.
Filed: August 10, 1990	)
For: Efficient Production of Mutant Proteases	)

TERMINAL DISCLAIMER TO ACCOMPANY PETITION ECF (Period of disclaimer to be completed by Petitions Examiner)

JAN

**Box DAC Assistant Commissioner for Patents** Washington, D.C. 20231

Sir:

The owner, Genencor International, Inc., of 100% percent interest in the aboveidentified application hereby disclaims a terminal part of the term of the patent equivalent to the period of abandonment of the above-identified application. This terminal disclaimer applies to any patent granted on the above-identified application or on any application that contains a specific reference under 35 U.S.C. 120, 121, or 365(c) to this application. This disclaimer is binding upon the grantee, its successors or assigns.

Check either box 1 or 2 below, if appropriate.

For submissions on behalf of an organization (e.g. corporation, partnership, 1. 🔯 university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that

110.00 CH

these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

2. 🔲	The undersigned is an attorney of record.
	Signature  Michael Arbige  Vice-President Research  Typed or printed name
K)	Terminal disclaimer fee under 37 CFR 1.20(d) included. (Deposit Account No. 07-1048)
	THE STATEMENT BELOW IS FOR OFFICE USE ONLY
•	In accordance with the decision granting the petition filed on, this
	terminal disclaimer is accepted. The period of abandonment specified above
	has been accepted as equivalent tomonths.
	Petitions Examiner
	retitions Examiner



## Certificate Under 37 CFR 3.73(b)

Applicant: Johannes C. van der Lann, Christiaan A. G. van Eekelen,
Application No.: <u>07/565,673</u> Filed: August 10, 1990
For: Efficient Production of Mutant Proteases
Genencor International, Inc. a Delaware Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue o either:
A. [ ] An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel, or for which a copy thereof is attached.  OR
B. [X] A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
1. From: <u>Johannes C. van der Lann, Christiaan A. G. van Eekelen</u> To: <u>Gist-brocades</u> . The document was recorded in the Patent and Trademark Office at Reel <u>5492</u> , Frame <u>0415</u> , or for which a copy thereof is attached.
2. From: <u>Gist-brocades</u> To: <u>Genencor International, Inc.</u> The document was recorded in the Patent and Trademark Office at Reel <u>8475</u> , Frame <u>0944</u> , or for which a copy thereof is attached
3. From: Gist-brocades To: Genencor International, Inc. The document was recorded in the Patent and Trademark Office at Reel 8798, Frame 0909, or for which a copy thereof is attached.
[] Additional documents in the chain of title are listed on a supplemental sheet.  OFF  1999
[X] Copies of assignments or other documents in the chain of title are attached. $DEPUTY_{A/C}E^{T}I_{II}$
[] Additional documents in the chain of title are listed on a supplemental sheet.  [X] Copies of assignments or other documents in the chain of title are attached.  [And the Assignee has attached a copy of a Certificate of Name Change to demonstrate that was formerly called  And that the patent application has not changed ownership after the attached assignment.
And that the patent application has not enauged ownership after the attached assignment.
The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.
The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.
I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.
Date: December 23, 1998
Name: Michael Arbige Mulis
Title: Vice-President Research
Signature:



34363/GBRO-023 US

COOLEY GODWARD CASTRO HUDDLESON & TATUM 5 PALO ALTO SQUARE 3000 EL CAMINO REAL PALO ALTO, CA 94306

## ASSIGNMENT

Whereas We, Johannes Cornelis van der LAAN and Christiaan Albertus Gerardus van EEKELEN, of J. Jongkindstratt 81/1, 1062 CP AMSTERDAM, The Netherlands and Bachplaats 14, 2661 HD BERGSCHENHOEK, The Netherlands, respectively, have invented certain new and useful improvements in:

## EFFICIENT PRODUCTION OF MUTANT PROTEASES

for which invention we have executed an application for Letters Patent of the United States on or about this date

8/3/90 and which application may be identified in the United States Patent and Trademark Office as:

Serial No. <u>07/565,673</u> Filed: 8/10/90 ; and,

Whereas, GIST-BROCADES NV, a corporation of The Netherlands, having a principal place of business at P.O. Box 1, Wateringseweg 1, 2600 MA DELFT, The Netherlands, is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the letters patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and Now, therefore, for and in constderation of the other good and valuable considerations, to us in hand paid, the other good and valuable considerations, to us in hand paid, the other acknowledged, we have receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign, and set over unto the said: OFFICE OF PETITIONS

## GIST-BROCADES NV

DEPUTY A/C PATENTS and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the letters patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may b necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for r cordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countri s foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said united States application (or other application if any there be) in priority to other applications; and

We do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 30-8-1990	ву:	Johannes Cornelis van der LAAN
STATE OF	)	
COUNTY OF	. )	SS:
On this notary public in and f	day of or said	, 19_, before me, a county, appeared:
subscribed to the fore signed, sealed and del	egoing in .ivered	to be the same person whose name is nstrument, and acknowledged that the the said instrument as his free and purposes therein set forth.
Notary Public		My Commission expires

12

		<del></del>
Date: 3-5-1940	By:	Christiaan Albertus Gerardus van EEKELEN
STATE OF	)	SS:
COUNTY OF	}	33:
On this notary public in and	day of for said	, 19, before me, a county, appeared:
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that the signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.		
Notary Public	<del></del>	My Commission expires

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RECORDED
PATENT & TRACE MARK OFFICE

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UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

JUNE 11, 1997

RAC-VENTER LAW GROUP, P.C. BARBARA RAE-VENTER P.O. BOX 60039 PALO ALTO, CA 94306

NIN 1 9 4007

\*1003990362\*

JUN 18 19972

BARBARA ru-L.

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/15/1997

REEL/FRAME: 8475/0944 NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS)

ASSIGNOR:

GIST-BROCADES, NV

DOC DATE: 01/02/1997

OFFICE OF PETITIONS
DEPUTY A/C PATENTS

ASSIGNEE:

GENECOR INTERNATIONAL, INC.
925 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1013

✓ SERIAL NUMBER: 07565673

PATENT NUMBER:

FILING DATE: 08/10/1990

ISSUE DATE:

PEARLENE FOSTER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

DOCKETED ETETTO PATENT BOX ASSIGNMENT



100399036

/ Docket No. GENE.025,0005

APR 1 5 1997

# RECORDATION FORM COVER SHEET - PATENTS ONLY

1. Name of conveying parties:	2. Name and address of receiving party(ies):
GIST-BROCADES, NV DEC 2 3 1998	GENENCOR INTERNATIONAL, INC. 925 Page Mill Road Palo Alto, CA 94304-1013
	Additional names/addresses attached? [ ] Yes [X] No
<ol> <li>Nature of conveyance:         <ul> <li>[X] Assignment [] Merger [] Security Agre</li> <li>[] Other:</li> </ul> </li> <li>Execution Dates: January 2, 1997</li> </ol>	ement [] Change of Name
	International Appl. No. the execution date of the application is: ent No.(s): ached? [] Yes [X] No
5. Name/address of party to whom all correspondence concerning document should be mailed:	6. Total number of applications/patents involved: One
Barbara Rae-Venter, Ph.D. Rae-Venter Law Group, P.C.	7. Total fee (37 CFR 3.41): \$40.00 [X] Enclosed
P.O. Box 60039 Palo Alto, CA 94306	[ ] Authorized to charge deposit account 18-0020.  A duplicate copy of this cover sheet is attached.
	8. [X] Please apply any additional charges, or any credits, to our Deposit Account No. 18-0020. A duplicate copy of this cover sheet is attached.
9. Statement and signature: To the best of my knowled correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and any attached copy is a true copy of the original correct and attached copy is a true copy of the original correct and attached copy is a true copy of the original correct and attached copy is a true copy of the original correct and attached copy is a true copy of the original copy is a true copy of the original copy of the original copy is a true copy of the original copy	1 1
Viola T. Kung. Ph.D.  Reg No. P41,131  Name of Person Signing  Signature	Date JAN 5
	t, attachments and document: 6 OFFICE OF PET DEPUTY AC PA

420 UT 04/22/97 07565673 1 581 40.00 CK

) AME-2501

**PATENT** 

ATTORNEY DOCKET NO.: GBRO.023.00US

## ASSIGNMENT OF PATENT RIGHTS

GIST-BROCADES, NV, a corporation organized and existing under the laws of The Netherlands, having a place of business at 1, Wateringseweg, P.O. Box 1, 2600 MA Delft, The Netherlands (hereinafter called "Assignor"), hereby assigns certain patent rights to GENENCOR INTERNATIONAL, INC., a corporation organized and existing under the laws of Delaware, having a place of business at 925 Page Mill Road, Palo Alto, California 94304-1013, United States of America (hereinafter called the "Assignee"):

WHEREAS Assignor is the owner of the following Application:

RECEIVED

## **APPLICATION**

Patent Application Serial No.: 07/565,673 Filed: August 10, 1990

Assignment recorded: October 15, 1990 Reel 5492 Frame 417

DEPUTY AC PATENTS

## Title: EFFICIENT PRODUCTION OF MUTANT PROTEASES

AND WHEREAS Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Application and inventions therein,

NOW THIS ASSINGMENT WITHNESSETH that in pursuance of said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions, said Application and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or extensions of said Letters Patent, and all rights under International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreement inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.



AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent, to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

The undersigned has reviewed all the documents in the chain of title of the Patent identified above and to the best of the undersigned's knowledge and belief prior to this assignment title is in the Assignor identified above.

I declare that all statements made here of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

	Executed at	Delft,	The Netherlands		this	2nd
day of	January		, 1997.			()(
			Assignor GIS	T-BROCADES N		
			Ву:			<del></del>
			Printed Name:			
			Printed Title:			<del></del> .

Simon Johannes QUIST and Huibert Cornelis JONGEJAN General Proxyholder General proxyholder



UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

JANUARY 03, 1998

RAE-VENTER LAW GROUP, P.C. BARBARA RAE-VENTER, PH.D. P.O. BOX 60039 PALO ALTO, CA 94306





JAN 14:

ما تجليق المتحلة المناه المديد

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/17/1997

REEL/FRAME: 8798/0909

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GIST-BROCADES, NV

DOC DATE: 10/20/1997

ASSIGNEE:

GENENCOR INTERNATIONAL, INC. 925 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304-1013

SERIAL NUMBER: 07565673

PATENT NUMBER:

FILING DATE: 08/10/1990

ISSUE DATE:

MAYA BENNETT, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

## **PATENT** BOX ASSIGNMENT



iev Docket No. GENE 023.00US

PATENTS ONL

RECORL

MRD 11-17-47 1. Name of conveying parties:

GIST-BROCADES, NV



2. Name and address of receiving party(ies): GENENCOR INTERNATIONAL, INC. 925 Page Mill Road Palo Alto, CA 94304-1013

Additional names/addresses attached? [] Yes [X] No

3. Nature of conveyar	nce:
-----------------------	------

[X] Assignment (Supplemental) [] Merger [] Security Agreement [] Change of Name

[] Other:

Execution Dates: October 20, 1997

4. Application number(s) or patent numbers:

International Appl. No.

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.: 07/565,673

B. Patent No.(s):

Additional numbers attached? [] Yes [X] No

5. Name/address of party to whom all correspondence concerning document should be mailed:

Barbara Rae-Venter, Ph.D. Rae-Venter Law Group, P.C.

P.O. Box 60039

Palo Alto, CA 94306

- 6. Total number of applications/patents involved: One
- 7. Total fee (37 CFR 3.41): \$40.00
- [ ] Enclosed
- [X] Authorized to charge deposit account 18-0020.

A duplicate copy of this cover sheet is attached.

8. [X] Please apply any additional charges, or any credits, to our Deposit Account No. 18-0020. A triplicate copy of this cover sheet is attached.

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barbara Rae-Venter, Ph.D.

Reg. No. 32,750

Name of Person Signing

Signature

Date

[X] Total number of pages comprising cover sheet, attachments and document: 3

11/20/1997 VBROWN 01 \FC:581

00000109 DA#:180020 40.00 CH



#### SUPPLEMENTAL ASSIGNMENT OF PATENT RIGHTS

GIST-BROCADES, NV, a corporation organized and existing under the law of The Netherlands, having a place of business at 1, Wateringseweg, P.O. Box 1,2600 MA Delft, The Netherlands (hereinafter called "Assignor"), hereby assigns certain patent rights to GENENCOR INTERNATIONAL, INC., a corporation organized and existing under the laws of Delaware, having a place of business at 925 Page Mill Road, Palo Alto California 94304-1012, United States of America (hereinafter called the "Assignee"):

WHEREAS Assignor is the owner of the following Application:

## **APPLICATION**

Patent Application Serial No.: 07/565,673 Filed: August 10, 1990

Assignment Recorded: October 15, 1990 Reel 5492 Frame 415

Title: EFFICIENT PRODUCTION OF MUTANT PROTEASES

AND WHEREAS Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Application and inventions therein,

NOW THIS ASSIGNMENT WITNESSETH that in pursuance of said agreement, and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which the Assignor hereby acknowledges), Assignor, as beneficial owner, hereby transfers and assigns to Assignee said inventions, said Application and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in -part of said applications, or reissues or extensions of said Letters Patent, and all rights under International Convention for the Protection of Industrial Property, and all the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes and the like, TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreement inconsistent with this Assignment or to the detriment of the patents, applications and inventions being assigned hereby.



AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives or assigns, shall advise that any proceeding in connection with said invention, or that any division, continuation or continuation-in-part of any Letters Patent, to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns.

The undersigned has reviewed all the documents in the chain of title of the Ptent identified above to the best of the undersigned's knowledge and belief prior to this assignment title is in the Assignor identified above.

I declare that all statements made here of my own knowledge are true and that all statements made on information and belief are believed to true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statement may jeopardize the validity of the validity of the application or any patent issued thereon.

· ·		
The Retherlands	this 20/th day o	f
27	7	
Assignor:	<b>/</b>	
By:		
Printed Name:	<i>!</i>	
Printed Title:		
	Assignor:  By:  Printed Name:	By:Printed Name:

Simon Johannes QUIST and Huibert Cornelis JONGEJAN
General Proxyholder General Proxyholder

34363/GBRO-023 US

COOLEY GODWARD CASTRO HUDDLESON & TATUM 5 PALO ALTO SQUARE 3000 EL CAMINO REAL PALO ALTO, CA 94306

#### ASSIGNMENT

Whereas We, Johannes Cornelis van der LAAN and Christiaan Albertus Gerardus van EEKELEN, of J. Jongkindstratt 81/1, 1062 CP AMSTERDAM, The Netherlands and Bachplaats 14, 2661 HD BERGSCHENHOEK, The Netherlands, respectively, have invented certain new and useful improvements in:

# EFFICIENT PRODUCTION OF MUTANT PROTEASES

for which invention we have executed an application for Letters Patent of the United States on or about this date

8/30/90 8/3/90 and which application may be identified in the United States Patent and Trademark Office as:

Serial No. <u>07/565,673</u> Filed: <u>8/10/90</u>; and,

Whereas, GIST-BROCADES NV, a corporation of The Netherlands, having a principal place of business at P.O. Box 1, Wateringseweg 1, 2600 MA DELFT, The Netherlands, is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the letters patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign, and set over unto the said:

## GIST-BROCADES NV

and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the letters patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said united States application (or other application if any there be) in priority to other applications; and

We do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 30-8-1990	By:	Johannes Cornelis van der LAAN
STATE OF	)	CC.
COUNTY OF	) .	SS:
On this notary public in and f	day of or said	, 19, before me, a county, appeared:
subscribed to the fore signed, sealed and del	going in ivered t	to be the same person whose name is nstrument, and acknowledged that the the said instrument as his free and d purposes therein set forth.
Notary Public		My Commission expires

		71. S. I. I.
Date: 3-9-1990	Ву:	Christiaan Albertus Gerardus van EEKELEN
STATE OF	)	SS:
COUNTY OF	ý	
On this notary public in and	day of for said	, 19, before me, a county, appeared:
subscribed to the for signed, sealed and de	egoing in livered t	to be the same person whose name is nstrument, and acknowledged that the the said instrument as his free and d purposes therein set forth.
Notary Public	<del></del>	My Commission expires
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